

02-800-CD  
DONALD W. CHERRY, III etux -vs- DOUG BELL BUILDERS

02.800.00

STIPULATION AGAINST LIENS

THIS AGREEMENT, made the 15<sup>th</sup> day of May 2002, by and between DOUG BELL BUILDERS, of P. O. Box 35, Morrisdale, Pennsylvania, hereinafter referred to as "CONTRACTOR",

AND

DONALD W. CHERRY, III and DENISE K. CHERRY, husband and wife, of R. R. 1, Box 451A, Morrisdale, Pennsylvania, hereinafter referred to as "OWNER",

whereby the former undertook and agreed to improvements of said property on that certain lot of ground situate in Morris Township, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

ALL that certain piece or parcel of land located in Morris Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly right of way line of State Route No. S.R. 1009, and marking the southerly corner of the herein described Lot No. 3 of the Stanley E. and Donna M. Sones Subdivision, and being located for reference N 15°06'05" E a distance of 75.00 feet from the northeasterly corner of Lot No. 1 of the said Stanley E. and Donna M. Sones Subdivision; thence along said right of way line of S.R. 1009 S 15°57'26" W a distance of 280.00 feet to an iron pin; thence through lands now or formerly of Stanley E. and Donna M. Sones S 74°53'55" E a distance of 311.15 feet to an iron pin; thence through said lands of Sones N 51°57'26" E a distance of 280.00 feet to an iron pin; thence through said lands of Sones N 74°53'55" W a distance of 311.15 feet to an iron pin marking the place of beginning.

Containing 2.000 acres and being Lot No. 3 of the Stanley E. and Donna M. Sones Subdivision as shown on a plan prepared by Stephen W. Norfolk P.L.S., entitled "Stanley E. and Donna M. Stones Subdivision, MAY 29.2002

**FILED**

William A. Shaw  
Prothonotary

3", dated April 12, 2002, and recorded in the Office of the Recorder of Deeds in Clearfield County as Instrument No. 200207110, Map File No. 2529.

NOW THEREFORE, THIS AGREEMENT WITHNESSETH: That the said CONTRACTOR, for and in consideration of the sum of One (\$1.00) DOLLAR to Contractor in hand paid by OWNER, the receipt whereof is hereby acknowledged, and further consideration mentioned in the agreement aforesaid, for themselves and their subcontractors, and all parties acting through or under them, covenant and agree that no mechanic's liens or claims shall be filed or maintained by them or any of them against the said buildings and the lot of ground appurtenant thereto for or on account of any work done or materials furnished by them or any of them under said contract or otherwise, for, towards, in, or about the erection and construction of the said buildings on the lot above described, and the said CONTRACTOR, for themselves, their subcontractors and others under them hereby expressly waive and relinquish the right to have, file, and maintain any mechanic's liens or claims against the said buildings or any of them, and agree that this instrument, waiving the right of lien, shall be an independent covenant.

WITNESS, our hands and seals this 15<sup>th</sup> day of May, 2002.

Signed, Sealed and Delivered  
in the presence of

WITNESS:

DOUG BELL BUILDERS

By Douglas L Bell

**FILED**

MAY 20 2002  
101104 | *att'y* needed  
William A. Shaw  
Prothonotary  
Pd 520.00  
no cc